

case number 3:18-CV-00360-MPS (the Federal Case) against Mark Cusson, Michael Presnick, Carl Benjamin, Willie Bethea, Lance Camby, Clayton Davis, Greg Giantonio, Bruce Holt, Robert Larned, Robert Martineau, Patrick O'Brien and Seth Quider.

4. On or about March 18, 2022, Albert Shehadi finalized a proposed settlement with the State for \$9,000,000; certain injunctive relief; agreement not to assert Department of Administrative Services set-off, reimbursement or liens it may have through the date of the settlement; all subject to approval by the General Assembly pursuant to General Statutes § 3-125a and the Probate Court, pursuant to General Statutes § 45a-151. The proposed settlement agreement is attached as Exhibit 1 to the joint motion.
5. On April 1, 2022, the Attorney General hand-delivered the proposed settlement agreement to the Clerk of the House and the Clerk of the Senate pursuant to General Statutes § 3-125a. The resolution to approve of the settlement agreement was referred to the Judiciary Committee and which voted the resolution out favorably. Neither the House nor the Senate voted to reject the proposed settlement and therefore the proposed settlement was approved by the General Assembly pursuant to General Statutes § 3-125a(a).
6. On or about June 10, 2022, Albert Shehadi finalized a proposed settlement with defendant Renata Kozak, Chief of Patient Care Services for CVH-WFD, in the state case in the amount of \$100,000.

7. The above settlements in the amount of \$9,100,000 are fair, just, and reasonable; in William H. Shehadi, Jr.'s best interest; and solely for the benefit of William H. Shehadi, Jr.
8. On June 21, 2022, the Middletown Probate Court held a hearing upon petition to approve of the settlements in the state case, approve of the settlements in the federal case, approve the creation of the trust and all of its terms, and approve attorneys' fees and expenses. After review of the petition, all exhibits, including the settlement agreements, the trust and attorneys' fees and expenses, the Probate Court entered a Decree approving all the settlements, the trust and the attorneys' fees and expenses.
9. All of the pre-conditions of the proposed settlement agreement having been accomplished, the Parties jointly move the Court for an Order approving the settlement agreement and for entry of Judgment against the State in accordance with the settlement agreement.
10. Paragraph 28 of the settlement agreement provides that "[t]he Superior Court may open [the] stipulated judgment to hear and decide motions by either party to enforce the judgment and the terms herein," provided the parties meet the conditions set forth in the agreement; and sets forth a procedure for such review and enforcement.

THE PLAINTIFF,

BY: s/Antonio Ponvert III
ANTONIO PONVERT III
JURIS NO.: 32250
KOSKOFF, KOSKOFF & BIEDER, P.C.
350 FAIRFIELD AVENUE
BRIDGEPORT, CONNECTICUT 06604
(203) 336-4421
APonvert@koskoff.com

And,

s/Kirk W. Lowry
KIRK W. LOWRY
JURIS NO.: 429577
CONNECTICUT LEGAL RIGHTS PROJECT
CVH – BEERS HALL 2ND FLOOR
P.O. BOX 351 – SILVER STREET
MIDDLETOWN, CT 06457
(860) 262-5017
Fax: (860) 262-5035
klowry@clrp.org

**THE DEFENDANT,
STATE OF CONNECTICUT**

WILLIAM TONG
ATTORNEY GENERAL

BY: s/Linsley J. Barbato
LINSLEY J. BARBATO
JURIS NO. 409658
DEPUTY ASSOCIATE ATTORNEY GENERAL
CHIEF OF THE GENERAL LITIGATION SECTION
OFFICE OF THE ATTORNEY GENERAL
165 CAPITOL AVENUE
HARTFORD, CT 06106
(860) 808-5331
Linsley.Barbato@ct.gov

CERTIFICATION

This is to certify that a copy hereof was mailed electronically and/or via U.S. mail on the date hereon to all counsel of record through the Judicial Branch eServices electronic filing system.

/s/Antonio Ponvert III
Antonio Ponvert III

NO: X06-UWY-CV18-6047615-S	:	SUPERIOR COURT
	:	
WILLIAM H. SHEHADI, JR.,	:	
A CONSERVED PERSON, BY AND	:	
THROUGH THE CONSERVATOR OF	:	
HIS ESTATE, ALBERT B. SHEHADI	:	
	:	
v.	:	
	:	
THE STATE OF CONNECTICUT, THE	:	
CONNECTICUT DEPARTMENT OF	:	JUDICIAL DISTRICT OF
MENTAL HEALTH AND ADDICTION	:	
SERVICES, THE WHITING FORENSIC	:	
DIVISION OF CONNECTICUT VALLEY	:	
HOSPITAL, WHITING FORENSIC	:	
HOSPITAL, DMHAS COMMISSIONER	:	
MIRIAM E. DELPHIN-RITTMON, PH.D.,	:	
CONNECTICUT VALLEY HOSPITAL CHIEF :	:	
EXECUTIVE OFFICER HELEN VARTELAS,	:	COMPLEX LITIGATION -
WHITING ACTING DIRECTOR	:	WATERBURY
THOMAS WARD-MCKINLAY, WHITING	:	
CHIEF OF PATIENT CARE SERVICES	:	
RENATA KOZAK, 2 ND SHIFT DIRECTOR OF :	:	
NURSING HELEN BIRKBECK, 3 RD SHIFT	:	
DIRECTOR OF NURSING MIRIAM	:	
UYANWUNE-CLARK, 1 ST SHIFT NURSE	:	
SUPERVISOR LICELIA CANDELARIA,	:	
1 ST SHIFT NURSE SUPERVISOR YVETTE	:	
STOUT, 2 ND SHIFT NURSE SUPERVISOR	:	
BRENDA BARTNICKI, 2 ND SHIFT NURSE	:	
SUPERVISOR PAUL GUITARD, 3 RD SHIFT	:	
NURSE SUPERVISOR JOHN VALLEJO,	:	
AND 3 RD SHIFT NURSE SUPERVISOR	:	
GREGG TILLEY	:	MARCH 18, 2022

AGREEMENT FOR ENTRY OF STIPULATED JUDGMENT

WHEREAS, the above-named Plaintiff, Albert B. Shehadi, as Conservator of Estate for William H. Shehadi, Jr. (hereinafter "Plaintiff"), filed this action in the Superior Court, against the State of Connecticut, the Connecticut Department of Mental Health and Addiction Services ("DMHAS"), the Whiting Forensic Hospital, the Whiting Forensic Division of Connecticut

Valley Hospital, Connecticut Valley Hospital, collectively referred to herein as hereinafter "the State") and the following individually named defendants: Miriam E. Delphin-Rittmon, Ph.D., Helen Vartelas, Thomas Ward-Mckinlay, Helen Birkbeck, Miriam Uyanwune-Clark, Licelia Candelaria, Yvette Stout, Brenda Bartnicki, Paul Guitard, John Vallejo, and Gregg Tilley (hereafter "the individual defendants"), alleging a violation of William H. Shehadi, Jr.'s federal constitutional rights under 42 U.S.C. § 1983, violations of the Patient Bill of Rights under Conn. Gen. Stat. § 17a-541, *et seq.*, and various common law claims; and

WHEREAS, the State and the individual defendants in this action expressly deny engagement in any act or practice in violation of any state or federal law; and,

WHEREAS, the Plaintiff and the State are desirous of settling the above-referenced action now pending between them; and

WHEREAS, the Plaintiff and the State agree that settlement of all the issues raised by the above-referenced action would best serve the interests of the parties; and

WHEREAS, the Plaintiff, with the advice and representation of his counsel, has consented to and does hereby consent to this Agreement for Entry of Stipulated Judgment (hereinafter "Agreement") and agrees to be bound thereby; and

WHEREAS, the State has consented to and does hereby consent to this Agreement and agrees to be bound thereby; and

WHEREAS, the Plaintiff and the State have acknowledged, and by their consent hereto, do hereby acknowledge that they consent to this Agreement as their free act and deed, without coercion or duress;

NOW THEREFORE, for and in consideration of mutual covenants and promises set forth in this Agreement, the Plaintiff and the State agree as follows:

1. The Plaintiff and the State agree that judgment may enter against the State in the matter of *William H. Shehadi, Jr., a Conserved Person, By and Through the Conservator of His Estate, Albert B. Shehadi v. The State of Connecticut, et al.*, Superior Court, Judicial District of Waterbury, Docket No. X06-UWY-CV18-6047615-S, in accordance with the terms of this Agreement, after the approval of this settlement by (a) the Connecticut General Assembly, in accordance with the provisions of Conn. Gen. Stat. 3-125a; and (b) the Probate Court, pursuant to Conn. Gen. Stat. Sec. 45a-151(a) and (b).
2. Within 30 days of clearance of the check identified in paragraph 6 herein, the Plaintiff agrees to file withdrawals of the counts against the individual defendants in this matter; and that said withdrawals shall be deemed withdrawals with prejudice.
3. In the event that this Agreement is not approved by the Connecticut General Assembly, it shall become null and void and no part shall thereafter be enforceable by or against either party. In the event that this Agreement is approved by the Connecticut General Assembly, but not approved by the Probate Court, the parties agree to negotiate in good faith and in a timely manner to address the reasons for such disapproval and to obtain approval from such court. In the event the Probate Court does not approve the Agreement after such good faith negotiations, the Agreement shall become null and void.
4. Within 30 days of clearance of the check identified in paragraph 6 herein, the Plaintiff shall execute a release of the State and the individual defendants in this lawsuit, and all state officials, current and former state employees, and agents. By entering into this Agreement, the State hereby waives and releases any and all claims that could

now or at any time in the future be brought by them against Albert B. Shehadi, William H. Shehadi, Jr., their attorneys or any other person or entity, in connection with the filing and prosecution of this lawsuit, including claims for vexatious litigation, libel, defamation, abuse of process, or reimbursement of litigation costs.

5. The Plaintiff hereby agrees to file a Stipulation of Voluntary Dismissal, with prejudice, as to all defendants in the federal lawsuit that is currently pending in the U.S. District Court, District of Connecticut, *William H. Shehadi, Jr., a Conserved Person, By and Through the Conservator of his Estate, Albert B. Shehadi v. Mark Cusson, et al*, No. 3:18-cv-360-MPS (the "District Court defendants"), in accordance with Fed. R. Civ. P Rule 41(a)(1), and shall make best efforts to obtain from each of the District Court defendants a written release of the State of Connecticut, its agencies, and employees from any and all claims arising from the lawsuit, including any and all indemnification claims that they may have against the State, including under Conn. Gen. Stat. 5-141d. In consideration for their direct release of the State, the State will provide to each releasing District Court defendant a covenant not to sue that defendant for contribution/indemnity related to the federal lawsuit. The plaintiff shall deliver the dismissal and releases to the Office of the Attorney General within twenty (20) days of the clearance of the check identified in paragraph 6 herein and clearance of all checks from the federal defendants.
6. Within 30 days of the entry of judgment by the Superior Court, or if the State Comptroller's office building is closed, within ten business days of the building's reopening, the State Comptroller's office shall issue a check payable to "Albert B. Shehadi, Conservator of Estate for William H. Shehadi, Jr., and Koskoff, Koskoff &

Bieder, P.C.” in the amount of \$9,000,000.00 (nine million dollars). The Plaintiff or his attorneys shall deposit the amount, after subtraction of attorney’s fees and costs, into a Probate Court-approved trust for the benefit of William H. Shehadi, Jr. as a full and complete resolution of the monetary damages claims in this case.

7. The State of Connecticut, through the Department of Administrative Services, hereby agrees not to assert any set-off claims, reimbursement claims or liens (in the claimed total amount of approximately eight million dollars (\$8,000,000) allegedly due it as of the date of the execution of this Agreement) for past costs of medical/daily care and other services provided to William H. Shehadi, Jr. from (a) the \$9,000,000 proceeds paid by the State of Connecticut as described in paragraph 5, (b) any proceeds paid in settlement by individual defendant Renata Kozak or her insurer, (c) any proceeds paid in settlement by the District Court defendants or their insurers, and (d) any monies earned from the use and/or investment of the proceeds identified in paragraphs (a), (b) and (c). The State does not waive, release or relinquish any alleged State claim or lien or right to reimbursement for past costs of medical/daily care and other services provided to William H. Shehadi, Jr., but agrees only that it shall not assert any claim or lien against, and shall not seek reimbursement from the proceeds identified in paragraphs (a), (b) and (c), including from any trust proceeds approved by the Probate Court for William H. Shehadi, Jr. pursuant to Conn. Gen. Stat. 45a-151(b) and any monies earned from the use and/or investment of such proceeds. This agreement not to assert any set-off claims, reimbursement claims or liens does not apply to any other assets of William H. Shehadi, Jr., acquired after the date of this Agreement or unearned income derived from any other sources including, but not limited to, assets

or income from any lottery winnings, inheritance or distributions from any estate, or any assets or income that may be realized from any cause of action (other than the causes of action referred to in paragraphs 1 and 5 of this Agreement).

8. The State, on behalf of the Connecticut Department of Administrative Services, represents that, to its knowledge, all past costs of medical/daily care and other services provided to William H. Shehadi, Jr., have been paid by the State with state, not federal, funds.
9. DMHAS agrees that it will continue to pay for the cost of the medical/daily care for William H. Shehadi, Jr., until he is discharged from supervision as an acquittee by the Superior Court pursuant to law.
10. As long as William H. Shehadi, Jr., remains in DMHAS's custody, DMHAS may apply for or seek reimbursement for the cost of his future medical/daily care from federal programs providing funds for which he is eligible at the time of application, including but not limited to Medicare. Repayment of any federally provided future benefits to William H. Shehadi, Jr., shall be as provided by federal law.
11. Nothing in this Agreement shall affect the ordinary funding decisions made by the State regarding William H. Shehadi, Jr.
12. DMHAS shall continue the current 24/7 digital video surveillance of William H. Shehadi, Jr., and his living quarters as long as he remains at the Whiting Forensic Hospital. DMHAS shall require and conduct 24/7 video surveillance of William H. Shehadi, Jr., and his living quarters at any other DMHAS-operated facility to which he is moved in the future. A DMHAS-operated facility means a facility owned by the State and operated by DMHAS employees. All surveillance,

whether at Whiting Forensic Hospital or at another DMHAS -operated facility, shall be subject to sections (a) and (b) below.

- a. DMHAS shall retain all digital and video recordings of William H. Shehadi, Jr., for a 3-year moving look-back time period (window). For each date going forward the look-back window will advance one day and drop off the oldest date.
- b. Albert B. Shehadi, his designee, or any successor Conservator of the Estate of William H. Shehadi, Jr. (the "Successor Conservator") shall have the right to view the recordings at an agreed upon time and location with DMHAS staff present. Albert B. Shehadi, his designee or Successor Conservator shall have the right to obtain a copy of any recording and shall reimburse the State for the reasonable cost of such copy.

13. DMHAS agrees, so long as William H. Shehadi, Jr., is in its care at Whiting Forensic Hospital or another DMHAS-operated in-patient facility, no person disciplined in connection with his prior abuse shall have direct care or responsibility for him.
14. DMHAS agrees, so long as William H. Shehadi, Jr., remains a patient of Whiting Forensic Hospital, not to rehire and assign to Whiting Forensic Hospital any staff member whose employment was terminated in connection with his abuse, unless compelled by arbitration or court order or required by the provisions of a collective bargaining agreement. The State is aware of no such arbitration or court order or collective bargaining agreement at the time of the execution of this Agreement.
15. DMHAS agrees to provide to William H. Shehadi, Jr.'s conservator a copy of arbitration rulings pertaining to any former employee dismissed for involvement in

the abuse of William H. Shehadi, Jr., whose dismissal from state employment is challenged through arbitration.

16. William H. Shehadi, Jr.'s future psychiatric and medical care and supervision shall continue to be the responsibility of the medical clinicians assigned to his care, the Conservator of his Person, and the Probate Court for the District of Middletown. Such care and supervision shall not be dictated or influenced by the terms of this Agreement except as expressly stated herein (e.g., the provisions concerning video surveillance).
17. The State shall submit this Agreement to the Connecticut General Assembly for approval, in accordance with Conn. Gen. Stat. Sec. 3-125(a), within three business days of the Plaintiff's execution of this Agreement, or if the Legislative Office Building is closed, within ten business days of the building's reopening.
18. The Plaintiff agrees that the payment set forth in Paragraph 6 above is the only payment to be made by the State to the Plaintiff in connection with the claims asserted in this case, including but not limited to any and all claims for injunctive relief, compensatory damages, and punitive damages, including but not limited to emotional distress, liquidated damages, and any claims for costs, interest, attorney's fees, or any other expenses, which the Plaintiff has or may have based upon the allegations in *William H. Shehadi, Jr., a Conserved Person, By and Through His Conservator of Estate, Albert B. Shehadi v. The State of Connecticut, et al.*, Superior Court, Judicial District of Waterbury, Docket No. X06-UWY-CV18-6047615-S.
19. The Plaintiff understands and agrees that the State will report its payment described

in Paragraph 6 to all appropriate taxing authorities. The State makes no representations regarding the tax consequences of this payment and encourage the Plaintiff and his attorney(s) to seek the advice of an accountant or tax attorney. The Plaintiff William H. Shehadi, Jr. through his conservator of estate and his counsel agree to provide the Office of the Attorney General with completed W-9 forms upon signing this Agreement, which is a condition precedent to any payment.

20. The parties agree and understand that this Agreement, and the fulfillment of its terms, do not constitute an admission of any kind on the part of the State of Connecticut, DMHAS, any of DMHAS's related entities, and/or any other agency or present or former agents, officers, servants or employees of the State of Connecticut, including any of the individuals named in this action, of any liability or wrongdoing whatsoever. Rather, this Agreement constitutes a compromise settlement of this matter for the sole purpose of avoiding further expense and inconvenience to the parties in pursuing or defending this matter as might otherwise be required.
21. It is expressly agreed and understood that this Agreement, whether approved or not, may not be used in any pending or future legal proceeding, including but not limited to the above-captioned proceeding. The exclusive provisions for enforcement of this Agreement are set forth in paragraph 28 herein.
22. This Agreement constitutes the entire agreement between the parties to this case, and the full and final settlement of any and all claims between and among the parties, which have existed, presently exist or may in the future exist arising out of the claims made in this action. This Agreement may not be modified or canceled in any manner except by a writing signed by *the same* parties executing it. The State has made no

promises to the Plaintiff in connection with the settlement of this lawsuit other than those set forth in this Agreement.

23. This Agreement shall bind the parties, their heirs, administrators, representatives, executors, successors and assigns.
24. If the State decides to close Whiting Forensic Hospital and replace it with a new DMHAS operated facility in the same or a different location, whether in response to the report of the Whiting Task Force authorized by Public Act No. 18-86 or for other reasons, all references herein to Whiting Forensic Hospital shall apply to such replacement or successor facility.
25. This Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the parties. Unless the context indicates otherwise, the term “or” shall be deemed to include the term “and” and the singular or plural number shall be deemed to include the other.
26. This Agreement shall be governed by the substantive laws of the State of Connecticut.
27. The provisions of this Agreement are severable. If any part of it is found unenforceable, all other provisions shall remain fully valid and enforceable, unless the unenforceable provision is an essential element of the bargain.
28. The Superior Court may open the stipulated judgment to hear and decide motions by either party to enforce the judgment and the terms herein, provided the parties meet the following conditions:
 - a. The parties will first make good faith efforts to resolve any alleged issue of noncompliance with the Agreement.

- b. The moving party will provide the opposing party with a written detailed notice of noncompliance, setting forth the factual basis for such claim that a party is not in compliance and the specific material provision of the Agreement that is implicated.
- c. Within twenty calendar days of receipt of the notice of noncompliance, the opposing party shall provide a good faith written response to the moving party with a full factual explanation as to the belief it is in compliance with the specified material provisions, an explanation of plans to achieve full compliance with the specified material provisions, or an explanation of the bona fide medical, security, or other reasons for the alleged non-compliance.
- d. The parties may seek intervention from the Court only after all good faith efforts for resolving the dispute have been unsuccessful. They may do so only by filing a motion to enforce for specific performance of the material provision of the Agreement identified.
- e. The Court may order specific performance upon a showing that a party is in substantial non-compliance with that material provision. If a party prevails on a claim of non-compliance, the sole remedy shall be specific performance of this Agreement.
- f. The parties may not seek any monetary amounts other than that specified in paragraph 6 of the Agreement; including fees and/or costs for any time spent in any future work on this case.

29. The fully executed Agreement signed by the Plaintiff Albert B. Shehadi, as Conservator for William H. Shehadi, Jr., and by a State agent, representative or

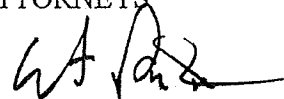
official authorized to act for and to bind the State, will be effective upon approval of the General Assembly, the Probate Court, as set forth in paragraph one, and the entry of judgment by the Superior Court.

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PLAINTIFF,


William H. Shehadi, Jr. by and through his
Conservator of Estate, Albert B. Shehadi

BY HIS ATTORNEYS



Antonio Ponvert III, Esq.
Koskoff, Koskoff & Bieder, P.C.
350 Fairfield Avenue, 5th Floor
Bridgeport, CT 06604
aponvert@koskoff.com

Dated J-21-22



Kirk W. Lowry, Esq.
Juris No. 429577
Connecticut Legal Rights Project
Beers Hall, 2nd Floor
P.O. Box 351
Silver Street
Middletown, CT 06457
klowry@clrp.org

Dated 3/18/2022

Al Shehadi

Albert B. Shehadi, as Conservator for
William H. Shehadi, Jr.

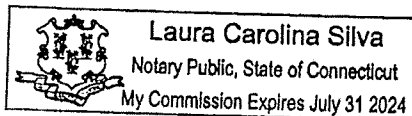
STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD)

ss. *Greenwich*

Personally appeared before me, Albert B. Shehadi, signer and sealer of the foregoing Agreement for Entry of Stipulated Judgment, who acknowledged the same to be his free act and deed before me this 18th day of March, 2022.

Laura Carolina Silva
Notary Public/ Commissioner of the Superior Court

My Commission expires: _____



DEFENDANT,
STATE OF CONNECTICUT

WILLIAM TONG
ATTORNEY GENERAL

BY:



Linsley J. Barbato

Juris No. 409658

Deputy Associate Attorney General

Chief of the General Litigation Section

Office of the Attorney General

165 Capitol Ave, Hartford, CT 06106

linsley.barbato@ct.gov

Dated 3/22/2022